

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into as of the 1st of August, 2017, by and between Anthony Travel, LLC, ("Anthony Travel") and Florida State University Board of Trustees, a public body corporate of the State of Florida, for and on behalf of its Department of Intercollegiate Athletics ("FSU Athletics"), (collectively the "Parties"). This Agreement shall coincide with the onsite service configuration terms under "Member Athletic Travel" of the E&I Master Agreement Number CNR01396.

WITNESSETH:

WHEREAS, Anthony Travel desires to provide travel management services to FSU Athletics;

WHEREAS, FSU Athletics desires that Anthony Travel provide travel management services for FSU Athletics;

NOW, THEREFORE, in consideration of the Premises and the mutual terms, covenants, and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. General.

A. Term. The term of this Agreement shall be for a period of three and a half (3.5) years beginning on August 1, 2017, and, unless terminated earlier as provided in this Agreement, expiring on the 31st day of January, 2021, with the option of a two (2) year renewal. Exercise of any renewal option will require the mutual agreement of and formal written notification by FSU Athletics and Anthony Travel.

B. Scope. All rights granted to Anthony Travel and services to be performed under this Agreement apply only to Florida State University's Department of Intercollegiate Athletics. This Agreement shall have no force or effect on any other division, department, unit, regional campus or affiliated entity of Florida State University.

C. Services, Maintenance, and Environment. FSU Athletics shall supply sufficient space in the Athletic Department ("Premises") for the operation of a travel agency to provide travel management services for FSU Athletics. FSU Athletics shall supply the following items for use by Anthony Travel: internet connections to the campus network, two desks, chairs, file cabinet, campus telephone lines, and a fax line. FSU Athletics shall also provide such services, including electricity, heat, local telephone service, and janitorial service, as are necessary for the operation as a travel agency. FSU Athletics will also allow Anthony Travel use of a copy machine for no additional charge. All other items are the responsibility of Anthony Travel.

D. Improvements. With prior approval, which approval may be withheld in FSU Athletics' reasonable discretion, Anthony Travel may make any non-structural improvements to the Premises as it deems necessary or desirable for use of the Premises

as a travel agency, provided that such improvements are within good taste. Any structural improvements to the Premises may be made by Anthony Travel only after receiving the prior written approval of FSU Athletics. Any approved structural improvements will be performed by Florida State University Facilities or its designated contractor at Anthony Travel's expense.

E. Access to the Premises. Anthony Travel and its employees authorized to work on Premises will have access to the Premises during Regular Hours of Operation as defined herein and as otherwise agreed to in writing by the Parties.

F. Directory Listings and Signage. Throughout the term, FSU Athletics will provide Anthony Travel with appropriate signage as is customary to accomplish effective transaction of business.

Section 2. Travel Agency Operations.

A. Regular Hours of Operation. Anthony Travel shall provide two on-site travel agents to provide travel management services for a collective 80 hours a week during the term from Monday through Friday between the hours of 8:00 o'clock a.m. until 7:00 o'clock p.m. local time. Anthony Travel agrees to extend its hours of operation as the Parties mutually deem necessary or desirable. Anthony Travel shall follow the standard University and FSU Athletics Work Calendar, and may close the travel agency on all University recognized holidays.

B. After Hours Support. Anthony Travel will provide after hours, holiday, and weekend emergency travel support through a combination of Anthony Travel's onsite account managers, as well as Anthony Travel's designated after-hours personnel. Additionally, Anthony Travel will maintain its relationship with CCRA Solutions which will provide travel support on a 24/7/365 basis. Ideally, for after-hours support, FSU Athletics will attempt to contact either of their onsite account managers. In the event neither of the account managers is available, a dedicated team of Anthony Travel after-hours personnel shall be available until midnight, 7 days a week. Additionally, between the hours of midnight and 8:00 a.m. CCRA Solutions will be available to provide after-hours support.

Section 3. Other Rights and Obligations of Anthony Travel and FSU Athletics.

A. Official Travel Partner of FSU Athletics. During the term of this Agreement, FSU Athletics will utilize Anthony Travel as the "Official Travel Partner for Florida State University Athletics." Anthony Travel may use this title in advertisements or communications subject to the provisions of paragraph F. Anthony Travel understands and agrees that FSU Athletics travel is subject to the policies of the NCAA, Atlantic Coast Conference, or other agencies which may sponsor events in which athletic teams participate and thus may result in the use of other travel agencies due to requirements imposed as a result of those relationships.

B. Services. Throughout the term of this Agreement, Anthony Travel agrees to provide a wide range of individual, team, and group travel services to FSU Athletics, to

include scheduled air services, charter air services, hotel reservations, ground transportation vehicles, international team tours, and other services as needed by FSU Athletics. Anthony Travel shall also provide FSU Athletics access to an online booking tool ("Concur Travel") owned by Concur Technologies, Inc. or a similar service. Anthony agrees to support FSU Athletics in transitioning to FSU Concur Travel & Expense Solution.

C. Personnel. Anthony Travel will secure at its own expense two full-time, onsite agents needed to perform the services under this agreement. Such personnel shall not be employees of, or have any individual contractual relationship with, FSU Athletics. Anthony Travel shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Anthony Travel employees shall remain under the direct control of Anthony Travel at all times and Anthony Travel shall be solely responsible for his/her actions and/or the payment of his/her salaries, wages or other remuneration. While on FSU Premises, all employees will comply with applicable Florida and federal laws, and the policies and regulations of FSU. Anthony Travel employees will conduct themselves in an appropriate manner and will not discredit FSU. The Parties agree to discuss disciplinary actions to be taken with regard to On-Premise Anthony Travel employees whose action(s): 1) are inappropriate; 2) reflect unfavorably upon the employee's moral character or fitness; or 2) violate state or federal law or University policy or regulation. FSU has the absolute right to remove any Anthony Travel employee from its premises in the event the employee presents a risk to the safety of the FSU Community, including but not limited to FSU students, faculty, and staff. Anthony Travel agrees to permanently remove any Anthony Travel employee from FSU's Campus that conducts him or herself in an inappropriate manner that discredits FSU or presents a danger to the safety of the FSU Community.

Anthony Travel will offer FSU Athletics the opportunity to participate in the interview and selection process for the on-site travel consultants. Anthony Travel will have the ultimate responsibility for all hiring and employment issues of the employees.

FSU Athletics agrees not to solicit (directly or indirectly), recruit, or employ any employee of Anthony Travel to work as an on-site travel provider during the term of this agreement and for six months after termination of the agreement without the express written approval to do so by Anthony Travel.

D. Back-up support. For short-term absences from the office, Anthony Travel will program the phone, if possible, to roll to its back-up sports travel consultants. For long-term absences of Anthony Travel personnel of two weeks or more when FSU Athletics demand necessitates an on-site presence, Anthony Travel will send back-up personnel to service FSU Athletics. Notwithstanding the above paragraph, in the event the back-up support during short or long-term absences of Anthony Travel is not suitable to the travel service needs of FSU Athletics the Parties agree to discuss in good faith alternative solutions to safeguard FSU Athletics' expected level of travel-related service.

E. Trademarks. Anthony Travel may use FSU University logos and trademarks in promotional material solely to identify Anthony Travel as a FSU Athletics Official Travel Partner. Anthony Travel may not use these marks on commercial or any other merchandise or particular product advertisements without the advance written consent of FSU Athletics. All uses of FSU logos and trademarks must be approved by the FSU Director of Trademark Licensing prior to use and such approval shall not be unreasonably withheld.

F. Parking. Anthony Travel and its employees shall have the same parking privileges as is customary for FSU Athletics staff. Anthony Travel and its employees understand and acknowledge that they shall be required to purchase parking permits for each vehicle that will be parked on FSU's Campus in accordance with FSU's Parking and Traffic Policies and Regulations, which can be found at <http://transportation.fsu.edu>.

G. Reporting. Anthony Travel shall provide comprehensive reports to FSU Athletics that allow FSU Athletics to financially manage and audit its travel activities. Both parties shall mutually agree upon the type, content, detail, and periodic delivery of such reports.

Section 4. Management Fees.

A. Base Fee. FSU Athletics will pay Anthony Travel a monthly management fee of \$12,500 (\$150,000 annually). Fees will be due and payable by the 15th day of each month in the form of check or wire transfer. This payment cannot be paid by credit card. This fee shall increase 3% annually. There shall be no other fees or costs associated with this Agreement unless agreed to in advance by the Parties.

B. In accordance with Section 215.422, Florida Statutes, FSU Athletics will pay Anthony Travel within forty (40) days of receipt of the invoice.

C. Commissions. Anthony Travel will retain any commissions earned. In no event shall Anthony Travel's receipt of commission be in lieu of a cost saving to FSU Athletics or result in an increased price for goods or services sold to FSU Athletics.

D. Ticketing. All air tickets will be paid for via credit card.

E. Tax. FSU Athletics is exempt from State sales and use tax.

F. False Claims. Anthony Travel represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Sec. 68.082, F.S., pertaining to false claims against the State, and/or Sec. 837.06, F.S., pertaining to false official statements.

G. Payment Contingent on Appropriation. This paragraph applies if this Agreement expires in a fiscal year subsequent to the fiscal year in which the Agreement is entered. The State of Florida's fiscal year comprises July 1 through June 30. FSU Athletics' performance

and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Legislature fails to make the necessary appropriation, FSU Athletics will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for FSU Athletics obligations hereunder. If FSU Athletics determines that there are no such funds, FSU Athletics shall promptly notify Anthony Travel. The giving of notice shall be deemed to have cancelled this Agreement by mutual consent, with the date of notice being the date of cancellation.

H. Mandatory Reserve. In the event that the Florida State Governor and Cabinet are required to impose a mandatory reserve on appropriations, FSU Athletics shall amend this Agreement to place in reserve the amount determined by FSU Athletics to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the deliverable products and services as may be necessary.

I. Independent Audit. FSU Athletics will have the right, at its sole cost, to audit Anthony Travel's fee and expense information and work product materials ("Records") using its personnel pertaining to the Agreement for the preceding 12-month period. Such audit will be completed by FSU Athletics or its representatives at Anthony Travel's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties and not more than once annually. If the audit reveals Anthony Travel owes FSU Athletics money, Anthony Travel will pay the amount due within forty (40) days of the date FSU Athletics notifies Anthony Travel of the audit results. If the audit reveals FSU Athletics owes Anthony Travel money, FSU Athletics will pay Anthony Travel within forty (40) days of the date the audit is complete.

Section 5. Public Records.

A. Public Records Access. FSU Athletics may immediately cancel this Agreement in the event Anthony Travel refuses reasonable public access to all documents, papers, letters, or other materials made or received by Anthony Travel in conjunction with this Contract, unless the reports are exempt from Section 24(e) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

B. Public Records, Contract for Services. **IF THE ANTHONY TRAVEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ANTHONY TRAVEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 644-4440, Office of General Counsel, Florida State University, 222 South Copeland Street, Suite 424, Westcott Building, Tallahassee, FL 32306-1400.**

C. To the extent that Anthony Travel meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Anthony Travel must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.
- (d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Anthony Travel upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Anthony Travel does not comply with a public records request, FSU shall enforce applicable provisions in accordance with the Agreement.

Section 6. Quality Control.

Anthony Travel will work closely with FSU Athletics to assure full compliance with travel policy and procedures. Anthony Travel will report exceptions and granted exceptions to FSU Athletics as part of the regular reporting process.

Anthony Travel shall send out customer surveys once a year to staff designated by FSU Athletics requesting feedback on Anthony Travel performance. The management of Anthony Travel shall meet with the appropriate FSU Athletics business staff at least once a year to discuss the survey feedback and any operational issues.

Section 7. Confidentiality.

A. During the term of this Agreement and thereafter, Anthony Travel shall not disclose or use for the benefit of other than FSU Athletics any confidential or proprietary information disclosed to Anthony Travel as a result of this Agreement. All information supplied to Anthony Travel by FSU Athletics shall remain the property of FSU Athletics. Anthony Travel represents that it does not have in its possession and has not used for the benefit of FSU Athletics any confidential information or documents belonging to others. Anthony Travel represents that its retention by FSU Athletics will not require it to violate any obligation to others, under agreement or otherwise, or to violate any confidence of others. Anthony Travel knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with FSU Athletics provided for herein. Anthony Travel represents that it will not, by signing this Agreement or performing the services provided for herein, violate any rights, including but not limited to intellectual

property rights such as trademark, trade secret and copyright, of any other individual or entity.

B. If Anthony Travel is exposed to FSU Athletics' confidential information, Anthony Travel will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU Athletics will respond to public records requests without any duty to give Anthony Travel prior notice. This provision shall survive termination of the Agreement. If Anthony Travel is providing software, FSU Athletics may create and return a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated or expires.

C. FSU Athletics' Data. To the extent Anthony Travel shall have access to, use of FSU Athletics' data, it agrees to the provisions of this Section. "Data means any and all electronic or other information that is in FSU Athletics' possession and control, and any and all such data that has been disclosed to Anthony Travel. Data may include but is not limited to, information that is: (i) identified with a specific individual (e.g., "personally identifiable information" or "PII"); (ii) subject to proprietary rights under patent, copyright, trademark, or trade secret law, (iii) privileged against FSU Athletics in a civil lawsuit (e.g., data subject to attorney – FSU Athletics or doctor-patient privileges); (iv) subject to laws, regulations, rules, or standards that prohibit or limit FSU Athletics (e.g., the Family Educational Rights and Privacy Act (FERPA), the Export Administration Act (EAR), the International Traffic in Arms Regulations (ITAR), or the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act (GINA)); or (v) ought in good faith to be treated as sensitive, proprietary, or confidential.

Section 8: Termination.

A. Material Breach. Either party may terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 90 days after receipt of written notice.

B. Default. Either party may terminate this Agreement if the other party has a filing for petition, voluntary or involuntary, for relief in a court for adjudication of bankruptcy, reorganization or rearrangement, receivership or an assignment for the benefit of creditors.

C. Loss of License. FSU Athletics may terminate this Agreement if Anthony Travel is unable to obtain or loses any license or other evidence of the right and privilege to conduct business as required under this Agreement

D. Early Termination. This Agreement may be terminated prior to the regular termination date upon the mutual written agreement of both parties. In the event FSU Athletics terminates this Agreement early, FSU Athletics will discontinue using services

on the effective date of termination and all future payment obligations that remain past the effective date of termination shall be cancelled. In the event of termination, FSU Athletics will not be responsible for any claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing.

E. Unilateral. This Agreement may be terminated upon ninety (90) days' written notice by either FSU Athletics or Anthony Travel with or without cause.

Section 9. Security Standards.

Anthony Travel agrees that it shall protect the data it receives from or on behalf of FSU Athletics at all times under the following standards:

A. Network Security. Anthony Travel shall at all times maintain network security that includes, at a minimum: network firewall provisioning, and intrusion detection. Anthony Travel shall also maintain network security that conforms to one of the following:

- i. Those standards that FSU Athletics applies to its own network;
- ii. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:
<http://checklists.nist.gov/repository/1023.html> and <http://checklists.nist.gov/repository/>; or
- iii. Any generally recognized comparable standard that Anthony Travel applies to its own network.

B. Data Security. Anthony Travel shall protect and maintain the security of data with protection that is at least good as or better than that maintained by FSU Athletics. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.

C. Data Transmission. Anthony Travel shall ensure that any and all transmission or exchange of data with FSU Athletics and/or other parties expressly designed by FSU Athletics shall take place via secure means, e.g. HTTPS or FTPS.

D. Data Storage. Anthony Travel shall ensure that any and all data will be stored, processed, and maintained solely on designed target servers and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Anthony Travel's designated backup and recovery processes.

E. Data Encryption. Anthony Travel shall store all backup data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.

F. Return or Destruction of Data. Upon cancellation, termination, expiration, or other conclusion of the Contract, Anthony Travel shall erase, destroy, and render unreadable all data, including copies, in possession of Anthony Travel, its subcontractors and agents and certify in writing that these actions have been completed within thirty (30) days of the termination of this Contract or within seven (7) days of the request of FSU Athletics, whichever shall come first.

G. Notification of Network or Data Breach. Anthony Travel shall immediately report in writing to FSU Athletics any network breach and/or use of FSU Athletics data not authorized by the Contract, including any reasonable belief that unauthorized access to the data has occurred. Anthony Travel shall make the report to FSU Athletics not less than two (2) business days after Anthony Travel reasonably believes there has been such unauthorized use of FSU Athletics data. Anthony Travel's report shall identify: (i) the nature of the unauthorized use of FSU Athletics' data; (ii) the network element(s) and/or data used or disclosed; (iii) who made the unauthorized use or received the unauthorized FSU Athletics data; (iv) what Anthony Travel has done, or shall do, to mitigate any negative effect of the unauthorized FSU Athletics data; and, (v) what corrective action Anthony Travel has taken, or shall take, to prevent future unauthorized use of FSU Athletics data.

Anthony Travel shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, or any other event requiring such notification ("Notification Event"). FSU Athletics may, in its sole discretion, choose to provide notice to any or all parties affected by a Network or Data Breach, but Anthony Travel shall reimburse FSU Athletics for the reasonable costs associated with providing such notification. Anthony Travel further agrees to provide, or to reimburse FSU Athletics for its costs in providing, any credit monitoring or similar services that are required as a result of any Network or Data Breach.

H. PCI Compliance. In the event Anthony Travel engages in payment card transactions as a part of the services provided to FSU Athletics, Anthony Travel shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Agreement term.

Section 10. Miscellaneous.

A. Notices. Any notice or communication required or permitted under this Agreement shall be given in writing to the attention of the Senior Vice President, Collegiate Travel of Anthony Travel and to the attention of the Senior Associate Director of Athletics, Chief Financial Officer if to FSU Athletics.

B. Successors and Assigns. Other than an assignment to a corporation, partnership or other entity in which Anthony Travel owns controlling interest, this Agreement shall not be assignable by either party without the consent of the other. Any assignment shall not release or relieve the assigning party from any of its obligations or liabilities under this

contract. Anthony Travel may not subcontract any rights or duties under this Agreement without prior FSU Athletics approval.

C. Severability. Every provision in this Agreement is intended to be severable. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

D. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties and supersedes any prior written or oral agreements between them respecting the subject matter contained in this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

E. Amendment. This Agreement may be changed, modified, or amended only by an instrument in writing duly executed by all of the parties to this Agreement. Any such amendment shall be effective as of such date as may be determined by the parties to this Agreement. Parties agree that this Agreement may be amended at the request of either party if significant changes occur within the travel industry, so long as the other party consents to such amendment.

F. Access to Documents. Anthony Travel will maintain records generated pursuant to this Agreement for a period of at least four years after submission of the last accounting report date on which services were rendered, or until final resolution of any proceedings arising out of this Agreement, whichever date is later in time. Anthony Travel will allow FSU Athletics access to documents for audit and other purposes of this Agreement.

G. Laws and Ordinances. Anthony Travel agrees at its own cost and expense to comply with all state, county and municipal laws and ordinances and with FSU Athletics policy applicable to its travel operations.

H. Nondiscrimination. Anthony Travel shall not discriminate against any qualified employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, disability, national origin, or ancestry. Anthony Travel agrees to comply with all the provisions contained in the Equal Opportunity Clause, quoted in Executive Orders No. 11246 and No. 11375, and contained in the Indiana Civil Rights Law, quoted in IC 1981, 22-9-1-10, as amended; The Americans with Disabilities Act of 1990 (ADA) which are hereby incorporated in this Agreement by reference. As used therein the word "contractor" shall be deemed to mean "Anthony Travel", and the word "contract" shall refer to this Agreement. In addition, Anthony Travel shall cause the Equal Opportunity Clause and the ADA to be included in their subcontracts or purchase orders hereunder unless exempted

by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Orders No. 11246 and No. 11375 as amended.

I. Indemnification. Anthony Travel agrees to and does hereby indemnify and hold harmless FSU Athletics, the Trustees of Florida State University, the present or future respective officers, agents, servants, employees, and successors and assigns of each, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury (including death) to any person, damage to any property (public or private), any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent directly or indirectly caused by or arising out of any negligent or willful act or omission of Anthony Travel, its employees or agents in the performance of this Agreement. Anthony Travel shall at the request of FSU undertake to defend any and all suits and to investigate and to defend any and all claims whether justified or not, if such claim or suit be against FSU Athletics, the Trustees of FSU, or their respective officers, agents, servants, and employees. Notwithstanding the foregoing, Anthony Travel and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of FSU Athletics or Florida State University.

FSU Athletics agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of its respective tasks and duties that are the subject of this Agreement. This recognition by FSU Athletics is intended to be consistent with the State of Florida's limited waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes and the opinions of the Florida courts and Florida Attorney General, and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes.

J. Insurance. Anthony Travel shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Indiana; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence/\$2,000,000 aggregate; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Anthony Travel shall furnish to FSU Athletics satisfactory proof of such insurance coverages prior to commencement of the work, and will add FSU Athletics as an additional insured entity with respect to General Liability coverage.

K. Governing Law; Exclusive Jurisdiction; Exclusive Venue. This Agreement is entered into in Florida and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Florida. Courts of competent authority located in Florida shall have sole and exclusive jurisdiction of any action arising

out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

L. Force Majeure. No default, delay, or failure to perform on the part of Anthony Travel or FSU Athletics shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

M. Survival. All obligations of the parties under the terms of this Agreement as of the date of termination shall survive such termination.

N. Contract Construction. FSU Athletics and Anthony Travel waive application of the principle of contract construction that ambiguities are to be construed against the contract's drafter, and agree that this Agreement is their joint product.

O. Headings. The headings throughout the Agreement and Addendum(s) are for reference only and are not given legal effect.

P. Waiver. Failure of any party to timely enforce any of the terms or provisions of the Agreement shall not constitute a waiver of any such terms or provisions in the future; such terms and/or provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

"FSU ATHLETICS" - FLORIDA STATE UNIVERSITY DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

By: _____

Name: Stan Wilcox

Title: Vice President and Athletics Director

Date: _____

"Anthony Travel"

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ANTHONY TRAVEL, LLC.

By: _____

Name: Patrick Walsh

Title: Senior Vice-President, Collegiate Travel

Date: _____